

4
8/13

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

PATENT APPLICATION

Attorney Docket No.: Flarion-49L

Applicants: Rajiv Laroia et al.

Serial No.: 09/551,791

Filing Date: April 18, 2000

Title: PILOT USE IN ORTHOGONAL FREQUENCY DIVISION
MULTIPLEXING BASED SPREAD SPECTRUM MULTIPLE ACCESS
SYSTEMS

Examiner: Not yet assigned

Group Art Unit: 2734

ASSISTANT COMMISSIONER FOR PATENTS
Washington, D.C. 20231

S I R:

3.73(b)(1) STATEMENT ESTABLISHING RIGHT OF ASSIGNEE
TO TAKE ACTION, REVOCATION OF PREVIOUS POWER OF
ATTORNEY, GRANT OF NEW POWER OF ATTORNEY, AND
CHANGE OF CORRESPONDENCE ADDRESS BY ASSIGNEE

Flarion Technologies, Inc. is the current assignee of 100% right, title and interest to the above-referenced patent application. As proof of Flarion Technologies' ownership, an assignment from Lucent Technologies Inc. to Flarion Technologies, Inc. dated May 17 and 20, 2002 is submitted herewith. A previous assignment of the above-referenced patent application to Lucent Technologies Inc. has been recorded in the Patent Office assignment records at reel 010899, frame 0200.

On behalf of the Assignee, Flarion Technologies, Inc., of 100% interest in the above referenced application, I hereby revoke all previously granted Powers of Attorney, and hereby grant and appoint the following individuals a power of attorney:

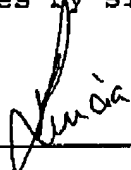
Michael P. Straub (Reg. No. 36,941)
John C. Pokotylo (Reg. No. 36,242)

to prosecute the above identified application and to transact all business in the United States Patent and Trademark Office in connection therewith.

I hereby further direct that all future correspondence in regard to the above referenced application be changed to the correspondence address listed below:

Michael P. Straub
1 Bethany Rd
Suite 83
Hazlet N.J. 07730

The undersigned (whose title appears below) is empowered to sign this form and act on behalf of the assignee and so declares by signing below.


Name: Rajiv Larola
Title: Chief Technologies Officer of
Flarion Technologies, Inc.

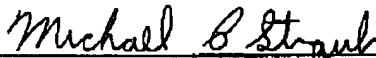
nd
2 Aug. 2002
Date

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper (and any accompanying paper(s)) is being facsimile transmitted to the United States Patent Office on the date shown below.

Michael P. Straub (Reg. No. 36,941)

Type or print name of person signing certification


Signature

8/12/02
Date

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

FLARION TECHNOLOGIES, INC.

Effective as of Effective Date (as defined herein)

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment"), effective as of the date the last party hereto executes this Patent Assignment (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America ("Assignor"), and Flarion Technologies, Inc., a Delaware corporation, with offices at Bedminster One, 135 Route 202/206 South, Bedminster, New Jersey 07921, United States of America ("Assignee").

RECITALS

A. WHEREAS, Assignor and RadioRouter, Inc., a Delaware corporation, entered in to a certain Intellectual Property Agreement ("IPA"), dated February 10, 2000, related to RADIOROUTER SYSTEMS (as defined in such IPA);

B. WHEREAS, Assignee has succeeded to RadioRouter, Inc. as the party to the IPA;

C. WHEREAS, Assignor presently owns certain patent applications and invention disclosures listed in the attached Appendix A (hereinafter "Transferred Patents");

D. WHEREAS, in accordance with Section 11.06(a) of the IPA, Assignor desires to transfer, assign, convey, deliver and vest all of its interests and rights in Transferred Patents (classified as TYPE A PATENTS in accordance with the IPA) for all countries, jurisdictions and political entities of the world, to and in Assignee; and

E. WHEREAS, in accordance with Section 11.06(a) of the IPA, in consideration for the assignment of the Transferred Patents, Assignee is granting (pursuant to Section (3) below) Assignor a personal, worldwide, nontransferable, perpetual, royalty-free, and nonexclusive license under such Transferred Patents.

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

(1) Assignor, subject to (a) existing rights and licenses of third parties, (b) the IPA, and (c) the license grant set forth in Section (3) herein below, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, assigns and legal representatives or nominees, Assignor's present entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, in and to all Transferred Patents, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, Assignor now has or hereafter acquires the right to so assign, convey, transfer and deliver.

(2) Assignor agrees that, upon request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to Transferred Patents in Assignee, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be reasonably necessary for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Assignee and its respective successors, assigns and legal representatives or nominees.


(3) In consideration of the assignment of the Transferred Patents, Assignee hereby grants to Assignor a personal, worldwide, nontransferable, perpetual, royalty-free, non-exclusive license under the Transferred Patents, and corresponding counterpart foreign patents and patent applications.

(4) Assignor represents and warrants, as of the Effective Date, that Assignor owns or has a valid right to assign the Transferred Patents, and corresponding counterpart foreign patents and patent applications, in accordance with this Patent Assignment.

(balance of this page intentionally left blank)

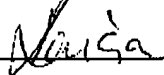
IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

LUCENT TECHNOLOGIES INC.

By: 
D. L. Padilla
President - Intellectual Property Business

Date: May 20, 2002

FLARION TECHNOLOGIES, INC.

By: 
Name: RAJIV LAROIA
Title: C.T.O.

Date: May 17, 2002

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
 : ss:
COUNTY OF UNION)

I CERTIFY that on May 20, 2002, D. L. Padilla personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as President – Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Angelina Cagliostro
Name:

Notary Public

My Commission Expires:

[Notarial Seal]

ANGELINA CAGLIOSTRO
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2004

STATE OF NEW JERSEY)

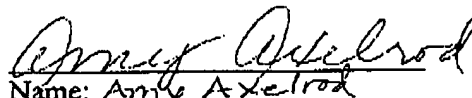
: ss:

COUNTY OF SOMERSET)

I CERTIFY that on May 17th, 2002, Rajiv Laroia personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as C.T.O. of Flarion Technologies, Inc.; and

b.) this Patent Assignment was signed and made by Flarion Technologies, Inc as its voluntary act and deed by virtue of authority from its Board of Directors.



Name: Amy Axelrod

Notary Public

My Commission Expires: 2/14/2007

[Notarial Seal]

AMY AXELROD

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Feb. 14, 2007

APPENDIX A

Transferred Patents

<u>Lucent Case Name</u>	<u>U.S. Serial No.</u>	<u>Title</u>
R. Laroia 9-1-1	09/267471	Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access
R. Laroia 10-2-2	09/266370	Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access
R. Laroia 11-3-3	09/266371	Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access System Using Directional Antenna
R. Laroia 13-5-2-2	09/472074	Communications System Employing Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access
R. Laroia 15-8-4-1	09/551078	Base Station Identification in Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access Systems
R. Laroia 16-9-4	09/551791	Pilot Use in Orthogonal Frequency Division Multiplexing Based Spread Spectrum Multiple Access Systems
R. Laroia 17-10-5-1	09/884581	Method and Apparatus For Time and Frequency Synchronization of OFDM Communication Systems
IDS 121058	Not Filed	Extremely Low-Cost Cellular Wireless Data System

FACSIMILE COVER SHEET

The Law Offices of
STRAUB & POKOTYLO

1 Bethany Road
Suite 83, Bldg. 6
Hazlet, NJ 07730

Telephone: 732-335-1222

Facsimile: 732-335-1228

To: U.S. Patent and Trademark Office
Examiner: Not yet assigned

Facsimile No.: (703) 872-9314

Telephone No.: () -

From: Michael P. Straub, Esq.

Date: August 12, 2002

Number of Pages Including Cover: 10

MESSAGE: FORMAL SUBMISSION OF:

- 1) STATEMENT ESTABLISHING RIGHT OF ASSIGNEE TO
TAKE ACTION, REVOCATION OF PREVIOUS POWER OF
ATTORNEY, GRANT OF NEW POWER OF ATTORNEY, AND
CHANGE OF CORRESPONDENCE ADDRESS BY ASSIGNEE;
- 2) PATENT ASSIGNMENT

Attorney Docket No.: Flarion-49L

Applicants: Rajiv LAROA et al.

Serial No.: 09/551,791

Filing Date: April 18, 2000

Title: PILOT USE IN ORTHOGONAL FREQUENCY DIVISION MULTIPLEXING BASED
SPREAD SPECTRUM MULTIPLE ACCESS SYSTEMS

Examiner: Not yet assigned

Group Art Unit: 2734

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper (and any accompanying paper(s)) is being
facsimile transmitted to the United States Patents and Trademark Office on the
date shown below.

Michael P. Straub

Type or print name of person signing certification

Michael P. Straub
Signature

August 12, 2002
Date